

AMENDMENT NO. 2 TO THE EMPLOYMENT AGREEMENT
WITH THE CITY MANAGER

This Amendment is entered into and effective as of January 1, 2012, amending the Employment Agreement dated July 1, 2008, as amended on October 22, 2009 by and between the City Council of the City of Carlsbad, (hereinafter "Council") and Lisa Hildabrand, City Manager (hereinafter "City Manager") as follows:

RECITALS

WHEREAS, the initial agreement dated July 1, 2008 identified with particularity the Employment Agreement between the Council and the City Manager; and

WHEREAS, the parties to this Agreement desire to amend its provisions pertaining to compensation and to include those provisions now statutorily required; and

WHEREAS, those sections are amended to read as shown on Attachment "A" to this amendment.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the City Council and the City Manager agree as follows:

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ATTACHMENT "A"
TO THE EMPLOYMENT AGREEMENT BETWEEN
THE CITY COUNCIL AND THE CITY MANAGER

SECTION I – DUTIES

The City Council hereby agrees to continue the employment of Lisa Hildabrand as City Manager and to exercise the powers, duties and responsibilities set forth in Carlsbad Municipal Code Chapter 2.12 and applicable state law and such other applicable ordinances and resolutions now in effect or hereafter adopted by the City Council. The City Manager shall comply with the provisions of Article 2.6 entitled "Abuse of Office", Government Code section 53243 et seq.

SECTION III – SALARIES

The annual base salary of the City Manager shall be \$230,492. This includes the compensation for the additional positions of Executive Director of the Redevelopment Commission and Executive Manager of the Carlsbad Municipal Water District. Beginning on January 1, 2011, the total cash compensation of the City Manager shall be determined by formula and established at \$100 below the second highest paid city manager in San Diego County with the exclusion of the City of San Diego but in no event shall the total cash compensation be set lower than the previous year. Any increase in compensation shall be further limited to no more than the annual increase in the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations. In the event that economic considerations indicate that no salary increases for employees are appropriate, the City Manager shall not receive a future salary adjustment until such time as employees are receiving salary or benefit adjustments.

Exhibit 2

1. That the Employment Agreement dated July 1, 2008 and as amended on October 22, 2009, is further amended as shown below in Attachment A.
2. Except for this amendment, all other terms and conditions of said Employment Agreement remain unchanged and in full force and effect.

"City"

CITY OF CARLSBAD
A Municipal Corporation

"City Manager"

LISA HILDABRAND


By: 
Mayor

Signature

ATTEST:

By: _____
City Clerk

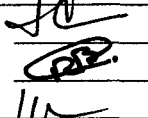
APPROVED AS TO FORM

By: 
City Attorney



CITY OF CARLSBAD – AGENDA BILL

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AB#	20.002	APPROVAL OF AMENDMENTS TO THE CITY MANAGER AND CITY ATTORNEY EMPLOYMENT AGREEMENTS	DEPT. HEAD	
MTG.	10/20/2009		CITY ATTY.	
DEPT.	HR		CITY MGR.	

RECOMMENDED ACTION:

Adopt Resolution No. 2009-259 approving clarifications to the City Manager and City Attorney's Employment Agreements.

ITEM EXPLANATION:

On July 1, 2008, the City Council adopted Resolution No. 2008-207, establishing an Employment Agreement with the City Manager and on November 19, 1996, the City Council adopted Resolution No. 96-395, establishing a Letter of Understanding for the City Attorney. These Employment Agreements, along with any subsequent amendments, set forth the employment relationship between the City Council and its appointed staff. Included as part of the stated job duties, the City Manager serves as the Executive Director of the Redevelopment Commission and the Executive Manager of the Carlsbad Municipal Water District and the City Attorney serves as the General Counsel of the Redevelopment Commission and the General Counsel of the Carlsbad Municipal Water District. The Employment Agreements set the compensation for these job duties at \$300 per month for the Redevelopment Commission and \$300 per month for the work with the Carlsbad Municipal Water District. These amounts are in addition to the base salaries and have always been considered part of the total cash compensation that is reported to CalPERS for purposes of calculating retirement benefits.

Recently CalPERS contacted the City and requested that the City clarify the total base salaries of each of these employees in the contracts. The attached resolution adopts amendments to these Employment Agreements to make the required technical clarifications.

FISCAL IMPACT:

There is no fiscal impact associated with the amendments to the Employment Agreements.

ENVIRONMENTAL IMPACT:

These amendments are statutorily exempt from CEQA pursuant to Public Resources Code Section 21080(b)(1).

EXHIBITS:

1. Exhibit A - Amendment No. 1 to the Employment Agreement with the City Manager
2. Exhibit B - Amendment No. 6 to the Letter of Understanding with the City Attorney
3. Resolution No. 2009-259

DEPARTMENT CONTACT: Debbie Porter 760-602-2441 debbie.porter@carlsbadca.gov

FOR CITY CLERKS USE ONLY.			
COUNCIL ACTION:	APPROVED	<input checked="" type="checkbox"/>	CONTINUED TO DATE
	DENIED	<input type="checkbox"/>	SPECIFIC
	CONTINUED	<input type="checkbox"/>	CONTINUED TO DATE
	WITHDRAWN	<input type="checkbox"/>	UNKNOWN
	AMENDED	<input type="checkbox"/>	RETURNED TO STAFF
			OTHER – SEE MINUTES

AMENDMENT NO 1. TO THE EMPLOYMENT AGREEMENT
WITH THE CITY MANAGER

This Amendment is entered into and effective as of the 22nd day of October, 2009, amending the Employment Agreement dated July 1, 2008 by and between the City Council of the City of Carlsbad, (hereinafter "Council") and Lisa Hildabrand, City Manager (hereinafter "City Manager") as follows:

RECITALS

WHEREAS, the initial agreement, dated July 1, 2008 identified with particularity the employment agreement between Council and City Manager; and

WHEREAS, the parties to this aforementioned agreement desire to amend its provisions pertaining to compensation; and

WHEREAS, those sections are amended to read as shown on Exhibit "A" to this amendment.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the City Council and the City Manager agree as follows:

1. That the Employment Agreement dated July 1, 2008 approved by City Council Resolution No. 2008-207 is further amended as shown below:

SECTION III - SALARY

The annual base salary of the City Manager shall be \$217,200 as of January 1, 2009. This includes the amount of compensation for the Executive Director of the Redevelopment Commission of \$300 per month and the compensation for the Executive Manager of the Carlsbad Municipal Water District of \$300 per month. The base salary shall increase every January 1 by the average of the most recently authorized base pay increase under the management compensation plan for the City of Carlsbad until January 1, 2011. Beginning on January 1, 2011, the total cash compensation of the City Manager shall be determined by formula and established at \$100 below the second highest paid city manager in San Diego County with the exclusion of the City of San Diego but in no event shall the total cash compensation be

set lower than the previous year. In the event that economic considerations indicate that no salary increases for employees are appropriate, the City Manager shall not receive a salary adjustment until such time as employees are receiving salary or benefit adjustments.

SECTION V – OTHER DUTIES

The City Manager shall also serve as the Executive Director of the Redevelopment Commission and the Executive Manager of the Carlsbad Municipal Water District.

2. Except for this amendment, all other terms and conditions of said Employment Agreement remain unchanged and in full force and effect.

“City”

CITY OF CARLSBAD
A Municipal Corporation

By: _____

Mayor

“City Manager”

LISA HILDABRAND

Signature

ATTEST:

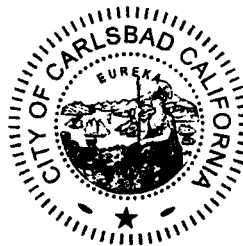
By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney





CITY OF CARLSBAD – AGENDA BILL

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AB#	19,511	<i>Approve the City Manager Employment Agreement</i>	DEPT. HEAD
MTG.	07-01-08		CITY ATTY.
DEPT.	Admin. Svc.		CITY MGR.

[Signature]

RECOMMENDED ACTION:

Adopt Resolution No. 2008-207 approving the City Manager Employment Agreement.

ITEM EXPLANATION:

On May 13, 2008, the City Council appointed Ms. Lisa Hildabrand to the position of City manager and she was duly sworn into that Position. The attached agreement sets forth the terms and conditions of the appointment. Ms. Hildabrand has accepted and agreed to the established terms and conditions.

As City Manager for the City of Carlsbad, Ms Hildabrand will also serve as the Executive Director of the Redevelopment Commission and the Executive Manager of the Carlsbad Municipal Water District.

FISCAL IMPACT:

Sufficient funding for this agreement has been included in the City Manager's operating budgets for the current fiscal year and in the recently adopted budget for the 2008-09 fiscal year.

ENVIRONMENTAL IMPACT:

None.

EXHIBITS:

1. Resolution No. 2008-207
2. City Manager Employment Agreement

DEPARTMENT CONTACT: Jim Elliott 760-602-2409 jelli@ci.carlsbad.ca.us

FOR CITY CLERKS USE ONLY.

COUNCIL ACTION:

APPROVED

☒

DENIED

☐

CONTINUED

☐

WITHDRAWN

☐

AMENDED

☐

CONTINUED TO DATE SPECIFIC

☐

CONTINUED TO DATE UNKNOWN

☐

RETURNED TO STAFF

☐

OTHER – SEE MINUTES

☐

RESOLUTION NO. 2008-207**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARLSBAD, CALIFORNIA, APPROVING THE CITY
MANAGER EMPLOYMENT AGREEMENT.**

WHEREAS, the City Council desires to approve the employment agreement of
Lisa Hildabrand as City Manager, and

WHEREAS, those functions, duties, obligations, benefits and compensation are
accurately set forth in the Employment Agreement attached hereto as Exhibit 2.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Manager's Employment Agreement set forth as Exhibit 2 is
approved.
3. That the funds sufficient to pay for the City Manager compensation and
benefits have been included in the City Manager's operating budgets for the
current fiscal year and in the 2008-09 fiscal year adopted budget.

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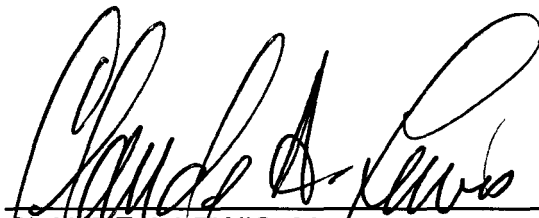
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1 PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council
2 of the City of Carlsbad on the 1st day of July, 2008, by the following vote to wit:
3

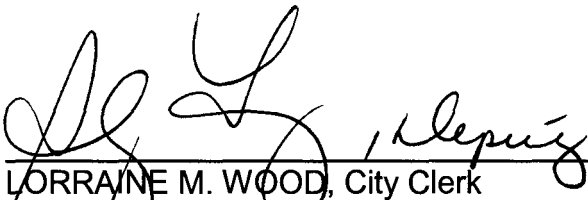
4 AYES: Council Members Lewis, Kulchin, Packard and Nygaard.
5

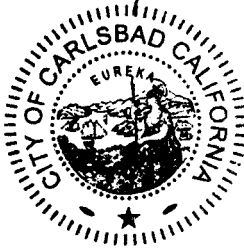
6 NOES: None.
7

8 ABSENT: Council Member Hall.
9

10
11 
12 CLAUDE A LEWIS, Mayor

13 ATTEST:

14
15 
16 LORRAINE M. WOOD, City Clerk
17 (SEAL)



City of Carlsbad
City Manager Employment Agreement

This Agreement is entered into as of July 3, 2008 by and between the City of Carlsbad, California, a municipal corporation (the "City"), and Lisa Hildabrand, an individual (the "City Manager"). The City and the City Manager are sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, Chapter 2.12 of the Carlsbad Municipal Code provides for the Office of the City Manager who shall be appointed and retained by the City Council wholly on the basis of her City Manager administrative and executive ability and qualifications and shall hold that office for and during the pleasure of the City Council, and

WHEREAS, the Council desires to continue the employment of Lisa Hildabrand as City Manager, and

WHEREAS, it is the desire of the parties hereto to provide a supplement to those functions and duties set forth in Chapter 2.12 of the Carlsbad Municipal Code and such other benefits as set forth in the Management Compensation and Benefits Plan and to provide that the City Manager remain in such employment; to make possible full work productivity by assuring her morale and peace of mind with respect to future security; to act as a deterrent against malfeasance or dishonesty for personal gain on her part; and to provide for terminating her services at such time as she may be unable to fully discharge her duties or when the City Council may otherwise desire to terminate her employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION I - DUTIES

The City Council hereby agrees to continue the employment of Lisa Hildabrand as City Manager and to exercise the powers, duties and responsibilities set forth in Carlsbad Municipal Code Chapter 2.12 and applicable state law and such other applicable ordinances and resolutions now in effect or hereafter adopted by the City Council.

SECTION II - TERM

Lisa Hildabrand was appointed City Manager on May 13, 2008 and shall continue in that capacity and shall continue to fulfill the powers, functions and duties of City Manager and shall serve in that capacity until such time as this Agreement is terminated pursuant to Section IV below.

The term of this Agreement shall commence on the date approved by the City Council for an initial three year period and on January 1 of each year shall automatically be extended for an additional two year period unless terminated pursuant to Section IV

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below. The purpose of this paragraph is to ensure compliance with Government Code section 53260 et seq.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time subject only to the provisions set forth in Section IV below. City Manager agrees to remain in the exclusive employ of the City and neither to accept other employment or to become employed by any other employer without the express permission of the City Council; provided, nothing contained herein shall be construed or interpreted to prohibit City Manager from engaging in such occasional activity such as teaching, writing or consulting which activity shall only be conducted apart from her normal and regular functions and duties.

SECTION III - SALARY

The annual base salary for the City Manager shall be \$210,000. The base salary shall increase every January 1 by the average of the most recently authorized base pay increase under the management compensation plan for city of Carlsbad until January 1, 2011. Beginning on January 1, 2011, the total cash compensation of the City Manager shall be determined by formula and established at \$100 below the second highest paid city manager in San Diego County with the exclusion of the city of San Diego but in no event shall the total cash compensation be set lower than the previous year. In the event that economic considerations indicate that no salary increases for employees are appropriate, the City Manager shall not receive a salary adjustment until such time as employees are receiving salary or benefit adjustments.

SECTION IV - SEPARATION FROM EMPLOYMENT

In the event the City Council desires to terminate this Agreement during which time City Manager is ready, willing and able to perform the functions and duties set forth herein, then, in that event, City Council agrees to pay City Manager, in addition to any other amount that may be due at the time of termination of employment of this Agreement, a lump sum cash payment (severance pay) equal to six months of pay at the rate in effect at the time of termination. In addition, the City Manager shall accrue and be provided one additional month of severance pay for each calendar year served, up to a maximum total severance pay of 12 months.

However, in the event City Manager is separated from employment for "cause", then, in that event, the City Council shall have no obligation to make the above specified payment. As used in this section, "cause" shall mean only one or more the following:

- Conviction of a felony;
- Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the Manager's duties; or
- Repeated and protracted unexcused absences from the City Manager's office and duties.

In the event the City terminates the City Manager for cause, then the City may terminate this Agreement immediately, and the City Manager shall be entitled to only the compensation accrued up to the date of termination, payments required by previous Sections, and such other termination benefits and payments as may be required by law.

The City Manager shall not be entitled to any severance benefits provided earlier in this Section.

In the event the City terminates the City Manager for cause, the City and the City Manager agree that neither Party shall make any written or oral statements to members of the public or the press concerning the City Manager's termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party. Provided, however, that either Party may verbally repeat the substance of any such press release in response to inquiries by members of the press or public.

The City Manager shall not be removed during the 60-day period preceding or following any City election for membership on the City Council, or during the 60-day period following any change in membership of the City Council, except upon unanimous vote of the City Council.

In the event City Manager desires to separate from employment during such time as the City Council desires City Manager to continue in her capacity as City Manager, then, in that event, City Manager agrees to provide City Council with 60 days written notice of said separation.

SECTION V - OTHER DUTIES

The City Manager shall also serve as the Executive Director of the Redevelopment Commission and the Executive Manager of the Carlsbad Municipal Water District and shall receive the sum of \$300 per month for each position. These amounts are in addition to the base salary and are considered part of the total cash compensation discussed in Section III above.

SECTION VI - VEHICLE ALLOWANCE OR PROVISION OF VEHICLE

The City Manager's functions and duties require her to have use of an automobile during her employment with the City. The City shall reimburse the City Manager the monthly sum of \$350 for the expense of owning, operating and maintaining and insuring her personal automobile. In lieu of a vehicle allowance, the City Manager may elect to allow the City to lease on behalf of the City Manager a standard size vehicle on general terms and conditions commercially available. In this case, the City shall be responsible for all lease payments, maintenance and operational costs except that City Manager shall be responsible for maintenance costs when out of town on overnight or longer non-City purposes. City Manager shall keep and maintain in full force and effect personal liability and property damage insurance in the minimum amounts of \$250,000 per person and \$500,000 per occurrence and property damage of \$100,000, and shall name the City of Carlsbad as additional insured. The amounts received under this section are in addition to the base salary and shall be considered as part of the total cash compensation discussed in Section III above.

SECTION VII - OTHER SUPPLEMENTAL BENEFITS

The City Manager shall accrue vacation leave and sick leave as provided for under existing City policy.

All other actions taken by the City Council relating to fringe benefits for management employees shall be considered actions granting the same to the City Manager, except

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that the City Manager may decline any fringe benefits to the extent permitted or authorized by law, City policy, or this agreement. As used herein, fringe benefits include but are not limited to vacation, sick leave, educational benefits as they existed on the date of the approval of this Agreement, holidays, retirement (PERS), benefits and payments, health insurance, dental insurance, long-term disability insurance and life insurance as set forth in the Performance Management and Compensation Plan and elsewhere. The City Manager may elect to participate in any of the medical insurance programs offered by the City.

Beginning January 1, 2009, the City shall make, in equal proportionate amounts each pay period, an annual contribution equal to \$4,000 to the City Manager's Deferred Compensation Plan. This annual contribution amount shall increase by \$4,000 every 6 months until it reaches the maximum amount permitted by law (currently \$15,500) and, if so requested by the City Manager, the amounts permitted under the so-called "catch-up provisions" as authorized under the Internal Revenue Code section 457 provisions. The City Manager may elect to have that amount paid by the City paid to any deferred compensation plan under Internal Revenue Code section 401(a) or similar retirement vehicle, participate in the buy-back provisions of credit service under the PERS retirement system or as additional compensation as she may elect. These amounts are in addition to the base salary. Beginning on January 1, 2011, these amounts will be considered part of the total cash compensation referred to in Section III above.

SECTION VIII - ANNUAL REVIEW

The City Council shall review and evaluate the performance of the City Manager at some time between the months of October and December of each year. This review and evaluation shall be in accordance with the criteria developed jointly by the City Council and the City Manager. The Mayor shall provide the City Manager with a summary written statement of the findings of the City Council and provide an adequate opportunity for the City Manager to discuss her evaluation with the City Council.

SECTION IX - ANNUAL GOAL SETTING

Annually, the City Council and the City Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the City and an attainment of the City Council's policy objectives. They shall also establish a relative priority among these various goals and objectives and this should be reduced to writing.

SECTION X - PROFESSIONAL AND ORGANIZATIONAL DEVELOPMENT

All normal business expenses, such as attendance at the League of California Cities, the Alliance for Innovation and the International City Managers' Association meetings and conferences as well as business lunches, dinners, etc., will be provided for separately in the operating budget of the City Manager's office.

The City Manager is encouraged to participate in continuing professional development and education through such programs as the University of Virginia Leadership Institute, the Institute of Cultural Affairs (ICA), the Menninger Institute and the Harvard Executive Program. Expenses such as travel, food, registration fees and/or tuition associated with such programs shall be eligible for City reimbursement.

The City Council continues to support and encourage continuing development and professionalism of the City organization and its employees. As such, the City

Council supports the City Manager's organizational development efforts, including but not limited to, employee development, department development, and organization-wide development. These efforts shall support the City Council Vision and Goals and provide for the ongoing development of a high-performing organization.

The Parties acknowledge that the City Manager is a member of the International City Management Association ("ICMA"). The Parties mutually desire that the City Manager be subject to and comply with the ICMA Code of Ethics (Attachment A). The City Manager commits to comply with the ICMA Code of Ethics. The City and the City Council agree that neither the City Council nor any of its members will give the City Manager any order, direction, or request that would require the City Manager to violate the ICMA Code of Ethics.

The Parties also acknowledge that the City Manager is responsible for the duties set forth in this Agreement and is not required to maintain a residence within the city boundaries in order to perform such duties and commitments.

SECTION XI – EFFECTIVE DATE

The effective date of this contract is May 13, 2008 and all salary and other compensation benefits shall be paid retroactive to that date.

SECTION XII - NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follow or as such address may be changed from time to time upon written notice to the other:

CITY:
MAYOR
City of Carlsbad
City Hall
1200 Carlsbad Village Drive
Carlsbad, California 92008

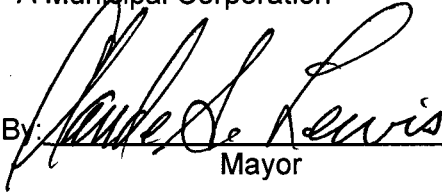
CITY MANAGER:
LISA HILDABRAND
11348 Luxembourg Way
San Diego, CA 92131

IN WITNESS WHEREOF, the City and the City Manager have caused this Agreement to be executed on the day and year first written above.



"City"

CITY OF CARLSBAD
A Municipal Corporation

By: 
Mayor

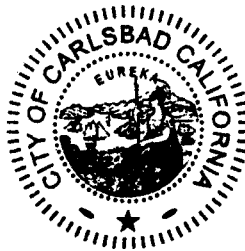
"City Manager"

LISA HILDABRAND



Signature

ATTEST:

By: 
City Clerk



APPROVED AS TO FORM:

By: 
City Attorney
6/25/2008.

ICMA Code Of Ethics With Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in May 1998. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in July 2004.

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

Guideline

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Guidelines

Public Confidence. Members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.

Impression of Influence. Members should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should not fail to report for that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time, but once a *bona fide* offer of a position has been accepted, that commitment should be honored. Oral acceptance of an employment offer is considered binding unless the employer makes fundamental changes in terms of employment.

Credentials. An application for employment or for ICMA's Voluntary Credentialing Program should be complete and accurate as to all pertinent details of education, experience, and personal history. Members should recognize that both omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a management position should show professional respect for persons formerly holding the position or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity in order to be appointed to a position.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report the matter to ICMA. In reporting the matter, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members should not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position having an incumbent administrator who has not resigned or been officially informed that his or her services are to be terminated.

4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

Guideline

Length of Service. A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments

concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Guideline

Conflicting Roles. Members who serve multiple roles—working as both city attorney and city manager for the same community, for example—should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Guidelines

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not engage in active participation in the election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members should not engage in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote and to voice their opinion on public issues. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically,

they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections in the Council-Manager Plan. Members may assist in preparing and presenting materials that explain the council-manager form of government to the public prior to an election on the use of the plan. If assistance is required by another community, members may respond. All activities regarding ballot issues should be conducted within local regulations and in a professional manner.

Presentation of Issues. Members may assist the governing body in presenting issues involved in referenda such as bond issues, annexations, and similar matters.

8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Guidelines

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Guideline

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

Guideline

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

12. Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.

Guidelines

Gifts. Members should not directly or indirectly solicit any gift or accept or receive any gift—whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form—under the following circumstances: (1) it could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or (2) the gift was intended to serve as a reward for any official action on their part.

It is important that the prohibition of unsolicited gifts be limited to circumstances related to improper influence. In *de minimus* situations, such as meal checks, some modest maximum dollar value should be determined by the member as a guideline. The guideline is not intended to isolate members from normal social practices where gifts among friends, associates, and relatives are appropriate for certain occasions.

Investments in Conflict with Official Duties. Member should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict with their official duties.

In the case of real estate, the potential use of confidential information and knowledge to further a member's personal interest requires special consideration. This guideline recognizes that members' official actions and decisions can be influenced if there is a conflict with personal investments. Purchases and sales which might be interpreted as speculation for quick profit ought to be avoided (see the guideline on "Confidential Information").

Because personal investments may prejudice or may appear to influence official actions and decisions, members may, in concert with their governing body, provide for disclosure of such investments prior to accepting their position as local government

administrator or prior to any official action by the governing body that may affect such investments.

Personal Relationships. Member should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members should not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, whether or not for compensation. Members may, however, agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.